



The Barron Theatre

in partnership with the Mermaids Performing Arts Fund

Set and Props Loan Contract

This agreement (dated ___/___/____) is made between:

- (1) The Set and Props Officer (Ryan Delaney), managed from The Barron Theatre (on behalf of Mermaids Performing Arts Fund, herein Mermaids);
- (2) _____, a member of a theatre production organised or conducted within a venue owned or managed by the University of St Andrews, or otherwise approved in writing by the Set and Props Officer (the Team)

1. DEFINITIONS

In this Agreement the following expressions have the meaning set opposite:

the Agreement	this document including its Schedule as amended from time to time in accordance with clause 6.8;
the Materials	the items listed in the inventory of Part A of the Schedule;
the Supplemental Materials	any equipment additionally borrowed from the Props Store that is not listed in Part A of the Schedule;
the Named Representative	[name];
the Notification Period	up to two full days after the beginning date of this agreement
the Show	the show entitled [name] described in Part B of the Schedule; and
the Term	beginning on the date of this Agreement to two full days after the officially named get out date with the Mermaids Performing Arts Fund (___/___/____)

2. TERMS AND CONDITIONS OF LOAN

2.1 Mermaids will lend the Materials to the Team on the terms and conditions of this Agreement

2.2 The Team will use the Materials only for the Show, and not for any other activities (including but not limited to photo shoots or advertisements) without first obtaining Mermaids written consent.

2.3 Mermaids will not supply the Materials to any person except the Named Representative and people working with, or explicitly named by, the Named Representative

2.4 The Team will use the Materials in accordance with all applicable laws, regulations, governmental guidelines, and any additionally relevant contracts outlined in clause 2.12 or imposed by Mermaids

2.5 Risk of any loss or damage to the Materials will become the responsibility of the Team on delivery or collection and will remain with the Team until the Materials have been returned to Mermaids under clause 5.4

2.6 The Team will keep the Materials in good condition and repair (fair wear and tear

expected) throughout the Term, and will be liable for the costs and expenses of maintaining and repairing the Materials, and of consumable items and accessories required for the use of the Materials during the Term.

2.7 The Team will not modify the Materials without first obtaining Mermaids written approval, and will be liable for the costs and expenses of repairing or replacing the Materials they have altered without explicit written permission

2.8 The Term may be extended only by written agreement of the Team and Mermaids

2.9 No license under any Intellectual Property owned or controlled by Mermaids is granted or implied by this Agreement other than the right for the Team to have possession of, and use, the Materials in accordance with the terms of this Agreement

2.10 The Team must notify Mermaids on the event of any loss or damage as soon as possible, within 24 hours of the loss or damage

2.11 The Supplemental Materials are forbidden from being taken without a written notice, as per clause 6.1, approved by the Team and Mermaids and any such unapproved Supplemental Materials can be revoked by Mermaids at any time, at the expense of the Team

2.12 Firearms Materials are covered additionally by the Mermaids Firearms Policy and Procedure

3. PAYMENT

3.1 The Materials are loaned to the Team free of charge, excluding any imposed charges or fined as outlined in the Agreement

4. LIMITATION OF LIABILITY

4.1 The Team will check the Materials before it is used and any safety concerns or problems will be raised within the Notification Period

4.2 Mermaids makes no representation and gives no warranty, condition or undertaking in relation to the Materials. Mermaids gives no warranty or condition that the Equipment and its use will not infringe any third-party rights or that it has been tested for, and is free from, defects and that it is safe to use

4.3 Subject to clause 4.4, the liability of either party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement and the Materials, will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the party bringing the claim has advised the other of the possibility of those losses or if they were within the other party's contemplation.

4.4 Nothing in this Agreement limits or excludes either party's liability for:

4.4.1 death or personal injury;

4.4.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded; or

4.4.3 any loss or damage caused by a deliberate breach of this Agreement.

4.5 The express undertakings and warranties given by the parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

5. TERMINATION

5.1 Mermaids may terminate this Agreement with immediate effect and for any reason by giving written notice to the Team and recalling all the Materials at the soonest possibility

5.2 Either party may terminate this Agreement with immediate effect by giving notice to

the other part if the other party is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within 10 days after receipt of written notice specifying the breach and requiring its remedy;

5.3 Unless terminated under clause 5.1 or 5.2, this Agreement, and the Teams right to use the Equipment, will come to an end on the expiry of the Term

5.4 Within 2 days after the termination or expiry of this Agreement the Team will, at its expense return the Equipment in good working order to Mermaids at the Barron Theatre

5.5 Clauses 1, 2.5, 2.9, 4, 5.4, 5.5 and 6 will survive the expiry of the Term or the termination of this Agreement for any reason and continue indefinitely

6. GENERAL

6.1 **Notices:** Any notice to be given under this Agreement must be in writing, may be delivered to the other party by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

By hand or courier: the day of delivery

By email (provided the email does not bounce, is not rejected and is sent to the correct email address): the day of confirmed delivery

The parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

For the Team		For Mermaids	
Name		Name	Ryan Delaney
Email Address		Email Address	merprops@st-andrews.ac.uk

6.2 **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation

6.3 **Assignment:** Neither party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other party. That consent may not be unreasonably withheld or delayed.

6.4 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

6.5 **Waiver of rights:** If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

6.6 **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

6.7 **Entire agreement:** This Agreement constitutes the entire agreement between the parties relating to its subject matter. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement.

6.8 Amendments: No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each party's representative or confirmed explicitly via email.

6.9 Governing law: This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.

6.10 Escalation: If the parties are unable to reach agreement on any issue concerning this Agreement within 4 days after one party has notified the other of that issue, they will refer the matter to Vice President of Mermaids in an attempt to resolve the issue within 4 days after the referral.

6.11 Agreement of Terms: By continuing to loan materials from Mermaids, they agree to be bound by the terms in this contract. Official confirmation of this Agreement can be provided by email in lieu of a confirmed signature. Confirmation by email must be noted on a copy of this document, signed by Mermaids

The Named Representative

(on behalf of The Team)

Mermaids

Name

Name
<i>Ryan Delaney</i>

Email Address

Email Address
<i>merprops@st-andrews.ac.uk</i>

Signed

Signed

Date